

29

CERTIFICATE OF INSURANCE
40 C.F.R. 264.151(j)

NJD 001 390 686

1. The Admiral Insurance Company (the "Insurer"), of Haddonfield, NJ. hereby certifies that it has issued liability insurance covering bodily injury and property damage to Daniel Products Co. (the "Insured"), of Jersey City, New Jersey in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies for sudden accidental occurrence at:

NJD
EPA ID No. NYD 001340686

Daniel Products Company
Jersey City, NJ.

Facilities

Same as above
9 Drums
Storage Racks

The limits of liability are \$500,000. any one occurrence as respects Bodily Injury, Personal Injury or Property Damage or all combined, \$500,000. aggregate, exclusive of legal defense costs. The coverage is provided under policy number A2CM2956 issued on 5/7/82 . The effective date of said policy is 4/1/82 .

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.

(b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f).

(c) Whenever requested by a Regional Administrator of the U. S. Environmental Protection Agency (EPA), the Insurer agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.

(d) Cancellation of the insurance, whether by the Insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrator of the EPA Region in which the facilities are located.

(e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrator of the EPA Region in which the facilities are located.

I hereby certify that the wording of this instrument is identical to the wording specified in 40 CFR 264.151(j) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.

SIGNED: The Admiral Insurance Co.

INSURER



By

Name: Frederick H. Brown

Title: President

Address: 89 Haddon Avenue
Haddonfield, NJ. 08033

HAZARDOUS WASTE FACILITY
CERTIFICATE OF LIABILITY INSURANCE

1. Protective National Ins. Co.,
(the "Insurer"), of Omaha, Nebraska 68102

hereby certifies that it has issued liability insurance covering bodily injury
and property damage to Columbia Nitrogen Corp.,
(the "insured"), of P. O. Box 1483, Augusta, GA 30903

in connection with the insured's obligation to demonstrate financial respon-
sibility under 40 CFR 264.147 or 265.147. The coverage applies at I.D.#-
~~NYD0013040686~~ - Daniel Products Co., Jersey City, New Jersey

NJD 001 340 686

for _____

Sudden Accidental Occurrences.

The limits of liability are \$500,000 per occ. & \$1,500,000 annual agg.,
excess of \$500,000 per occ. and \$500,000 annual aggregate

exclusive of legal defense costs. The coverage is provided under policy
number UB 294 49 56, issued on 4/25/82.

The effective date of said policy is 4/1/82.

2. The Insurer further certifies the following with respect to the
insurance described in Paragraph 1:

(a) Bankruptcy or insolvency of the insured shall not relieve the Insur-
er of its obligations under the policy.


(b) The Insurer is liable for the payment of amounts within any deduc-
tible applicable to the policy, with a right of reimbursement by the insured
from any such payment made by the Insurer. This provision does not apply
with respect to that amount of any deductible for which coverage is demon-
strated as specified in 40 CFR 264.147 (f) or 265.147 (f).

(c) Whenever requested by a Regional Administrator of the U. S.
Environmental Protection Agency (EPA), the Insurer agrees to furnish to the
Regional Administrator a signed duplicate original of the policy and all en-
dorsements.

(d) Cancellation of the insurance, whether by the Insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility(ies) is (are) located.

(e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility(ies) is (are) located.

I hereby certify that the wording of this instrument is identical to the wording specified in 40 CFR 264.151(j) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of Insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.


(Signature of Ken Arneson)
Title Res. V.P. - Global Surplus Ins. Services

Authorized Representative of Insurer Protective National Ins. Co.
Address 100 S. Wacker Drive, Suite 1110
Chicago, IL 60606

DISPERSIONS & CHEMICAL SPECIALTIES

DANIEL PRODUCTS COMPANY

400 Claremont Avenue, Jersey City, New Jersey 07304



7/26

Simon Regan

NJD 001340686

July 19, 1982

Regional Administrator
Region II
Environmental Protection Agency
26 Federal Plaza
New York, New York 10007

Dear Sir:

RE: 40 CFR Section 264.147, "Liability
Requirements, Coverage for Sudden
Accidental Occurrences"

Pursuant to requirements of 40 CFR Section 264.147
et seq., I have enclosed on behalf of Synres Chemical
Corporation, Daniel Products Division, two duplicate
original certificates of insurance relating to Daniel
Products facilities in Jersey City, New Jersey.

If I can be of further assistance, please let me know.

Very truly yours,

SYNRES CHEMICAL CORPORATION
DANIEL PRODUCTS DIVISION

Klaus Meinssen

Klaus Meinssen
Vice President, Administration

KM:SC
Enclosures

cc: New Jersey EPA

CERTIFIED RETURN RECEIPT REQUESTED

JUL 23 10 33 AM '82

DIVISION
MANAGEMENT

CORRESPONDENCE CONTROL
REGION II

JUL 23 11 41 AM '82

ENVIRONMENTAL PROTECTION
AGENCY
NEW YORK, N.Y.



July 6, 1982

United States Environmental
Protection Agency
Region 11
26 Federal Plaza
New York, New York 10278

Gentlemen:

RE: EPA ID# ^{NJD} NYD001340686

In conformance with Title 40, CFR, Sections 265.140 to 265.150,
we are enclosing herewith Trust Agreement and Letter of
Credit as provided for under 264.151(a)(1).

Yours very truly,

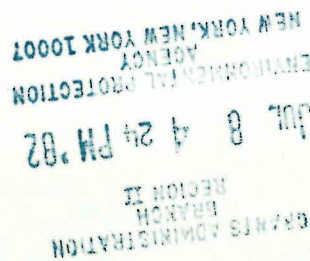
DANIEL PRODUCTS COMPANY

Klaus Meinssen
Vice President, Administration

KM:SC

Enclosures

CERTIFIED MAIL



SYNRES CHEMICAL CORPORATION, DANIEL PRODUCTS COMPANY DIVISION
RESOURCE CONSERVATION AND RECOVERY ACT TRUST

Trust agreement, the "Agreement," entered into as of this 2nd day of July, 1982, by and between Synres Chemical Corporation, a Daniel Products Company Division, a corporation organized under the laws of the State of New Jersey, the "Grantor," and THE FIRST JERSEY NATIONAL BANK, "a national bank", the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of this Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates.

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund", for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the

facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct, in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such -

matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten,

or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such

depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund. .

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 12. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers

and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 13. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are.

located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 14. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee is not required to send a notice of nonpayment.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue

until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 18. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey.

Section 19 Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section

of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

SYNRES CHEMICAL CORPORATION,
DANIEL PRODUCTS COMPANY DIVISION

ATTEST: Klaus Weissen

Title: V.P.

By: Ed Daniel

Title: V.P.

[Seal]

TRUSTEE

ATTEST: Daniel J. Chaud

Title: As Vice President

By: J. Brown

Title: JOSEPH P. BROWN,
ASSISTANT VICE PRESIDENT
AND TRUST OFFICER

[Seal]

State of New Jersey
County of Hudson

On this 6th day of July, 1982, before me
personally came F.K. DANIEL to me known, who, being
by me duly sworn, did depose and say that he resides at _____
_____, that he is _____
of Synres Chemical Corporation, Daniel Products Company Division,
the corporation described in and which executed the above
instrument; that he knows the seal of said corporation, that the
seal affixed to such instrument is such corporate seal; that it
was so affixed by order of the Board of Directors of said
corporation, and that he signed his name thereto by like order.

 Joan Higgins
Notary Public

My Commission Expires: January 19, 1984

Schedule A

Identification of Waste Management Facilities

Synres Chemical Corporation
Daniel Products Company Division
400 Claremont Avenue
Hudson County
Jersey City, New Jersey

EPA Identification Number: NYD001340686

<u>Facilities</u>	<u>Closure/Post Closure Cost</u>
Materials	\$1,000
Labor	<u>2,000</u>
	\$3,000
20% Contingency	<u>500</u>
TOTAL COST	\$3,500

Schedule B

Standby Letter of Credit to Fund Synres Chemical
Corporation, Daniel Products Company Division,
Resource Conservation and Recovery Act Trust

IRREVOCABLE LETTER OF CREDIT

THE FIRST JERSEY NATIONAL BANK

ONE EXCHANGE PLACE
JERSEY CITY, N. J. 07302

July 1, 1982

Regional Administrator
Region II
United States Environmental Protection Agency
26 Federal Plaza
New York, New York 10278

RE: Standby Letter of Credit No. 16418 to Fund
Synres Chemical Corporation,
Daniel Products Company Division,
Resource Conservation and Recovery
Act Trust

Dear Sir:

We hereby establish our irrevocable Standby Letter of Credit No. 16418 in your favor, at the request and for the account of Synres Chemical Corporation, Daniel Products Company Division, 400 Claremont Avenue, Jersey City, New Jersey, up to the aggregate amount of Three Thousand Five Hundred U. S. Dollars (\$3,500.00), available upon presentation of

- (1) your sight draft, bearing reference to this letter of credit no. 16418 and
- (2) your signed statement reading as follows:
"I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended."

This letter of credit is effective as of July 1, 1982, and shall expire on July 1, 1983, but such expiration date shall be automatically extended for a period of one year on July 1, 1983, and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Synres Chemical Corporation, Daniel Products Company Division, by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Synres Chemical Corporation, Daniel Products Company Division, as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Synres Chemical Corporation, Daniel Products Company Division, in accordance with your instructions.

Marcel J. Loring

(cont'd on page 2)

THE FIRST JERSEY NATIONAL BANK

ONE EXCHANGE PLACE
JERSEY CITY, N. J. 07302

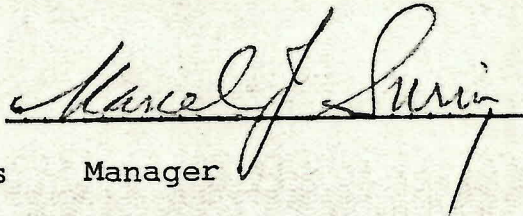
Page 2
Standby L/C 16418
July 1, 1982

We certify that the wording of this letter of credit is identical to the wording specified in 40 CFR 264.15(d) as such regulations were constituted on the date shown immediately below.

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by The International Chamber of Commerce.

Signed: First Jersey National Bank
International Division

By



Its Manager

Date July 1, 1982

DANIEL PRODUCTS COMPANY

Division of SYNRES CHEMICAL CORP.

400 Claremont Avenue, Jersey City, New Jersey 07304

ENVIRONMENTAL PROTECTION
AGENCY, REGION II
NEW YORK, N.Y.

May 5, 1987

1987 MAY 11 PM 3 37

Mr. Ernest Kuhlwein
Chief, Bureau of Hazardous Waste Engineering
New Jersey Department of Environmental Protection
401 East State Street
Trenton, NJ 08625

done
5/13/87

Re: Permit application withdrawal
Daniel Products Company
EPA ID # NJD001340686

*01105 = 4**W.C. ✓*

Dear Mr. Kuhlwein:

Daniel Products has previously filed a part A of a permit application under the RCRA program. This application was filed on November 17, 1980 with the United States Environmental Protection Agency.

It is our understanding that since New Jersey has since received authorization for its RCRA program, and that all matters related to hazardous waste management are now handled by the NJ Department of Environmental Protection. Therefore, we are forwarding this request to your Bureau.

A review of our operating history indicates that Daniel Products' involvement with hazardous waste treatment, storage and disposal has been restricted to container storage of waste generated on-site. Further, we have found that recent shipments have been made within the 90 day temporary storage time period allowed to generators without a permit.

Since Daniel Products does not treat or dispose of hazardous waste on site, and since our operations allow us to send hazardous waste off-site at least once every 90 days, we feel there is no advantage to be gained by being a fully permitted storage operation. Also, we feel that a greater measure of environmental protection will be achieved since the limited storage time will insure that relatively small amounts of waste will be accumulated.

Therefore, Daniel Products is formally notifying the NJ DEP of its intent to execute its closure plan. Further, Daniel Products is formally requesting withdrawal of its permit application.

A copy of the closure plan is attached to this letter. We expect to effect closure on or before July 1, 1987. After July 1, 1987, Daniel Products will continue to operate as a generator of hazardous waste, and will send all waste generated to an off-site facility at least every 90 days. Hazardous waste will be stored in containers only. Daniel Products will continue to comply with all applicable regulations in NJAC 7:26-1.0 et seq.

If the Bureau requires any further information or if there are any other procedures we should be following to properly effect this permit withdrawal, please contact the undersigned. We will also be forwarding a copy of this letter to the United States Environmental Protection Agency, Region 2.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Klaus Meinssen', written in a cursive style.

Klaus Meinssen
Vice President

KM/mjb

cc: Richard Baker
Chief, Permits Administration Branch
United States Environmental Protection Agency, Region 2
26 Federal Plaza, Room 432
New York, New York 10278